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O I P E JC59
P A T E N T & T R A D E M A R K O F F I C E
DEC 29 2003

In re the Application of

Roland Carlsson

Application Number:
09/734,801

For: A METHOD FOR IN VITRO
MOLECULAR EVOLUTION OF
PROTEIN FUNCTION

The following paper(s) has/have been received:

Form PTO 1595 (in duplicate)
9 Sheets of Assignment
Check in the amount of \$40.00

Patent and Trademark Office is respectfully requested to place its STAMP on the POSTAL CARD and place it in the outgoing mail.

0046-P02386US0
09/03/03 jcb

Respectfully,
Kathleen D. Rigaut, Ph.D., J.D.

RD and

DANN, DORFMAN, HERRELL & SKILLMAN, P.C.
SUITE 2400
1601 MARKET STREET
PHILADELPHIA, PA 19103

HUDSON UNITED BANK
60-148/319

36530

08/01/2003

Pay to the
Order of Commissioner of Patents & Trademarks

Forty and 00/100***** Dollars 00

Commissioner of Patents & Trademarks
Washington, DC 20231

memo 09/734,801

1036530 0319014821 0022 10533

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BIOINVENT INTERNATIONAL, ABAdditional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **December 15, 2000**

2. Name and address of receiving party(ies):

Name: **ALLIGATOR BIOSCIENCE AB**

Internal Address _____

Street Address: **Scheelevagen 19a**City: **Lund** State/Country: **Sweden** Postal: **223 70**

Additional name(s) & address(es) attached?

Yes
 No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/734,801

B. Patent No.(s)

Additional Application/Patent Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Kathleen D. Rigaut, Ph.D., J.D.**Address: **DANN, DORFMAN, HERRELL AND SKILLMAN**

1601 Market Street, Suite 2400

Philadelphia, Pennsylvania 19103-2307

Telephone: (215) 563-4100

Facsimile: (215) 563-4044

6. Total number of applications and patents involved: _____

17. Total Fee (37 CFR 3.41).....\$ **40.00**

Enclosed
 Authorized to be charged to deposit account

8. In the event the check enclosed is improper, or the fee calculation is in error, the Commissioner is authorized to charge any underpayment or credit any overpayment to the account of the undersigned attorneys.

Deposit Account Number: **04-1406**

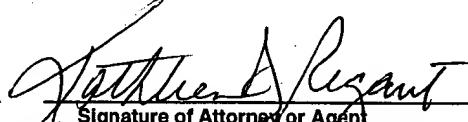
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathleen D. Rigaut, Ph.D., J.D.

Name of Attorney or Agent

**September 3, 2003**

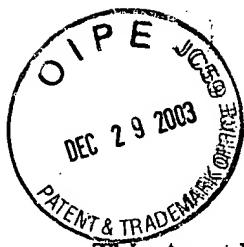
Signature of Attorney or Agent

Total number of pages comprising cover sheet: 11- (includes this sheet in duplicate)

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 Mail Stop Assignments
 Arlington, VA 22313-1450



ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made by and between

BIOINVENT INTERNATIONAL AB, reg. no. 556537-7263, (the "Seller"),

and

ALLIGATOR BIOSCIENCE AB, reg. no. 556593-1879 (the "Buyer").

WHEREAS The Seller is the owner of, *inter alia*, the patent applications and the ancillary know-how as specified in Schedule A (the "Assets").

WHEREAS The Seller is willing to sell, and the Buyer is willing to purchase, the Assets upon the terms and subject to the conditions in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. SALE AND PURCHASE

- 1.1 The Seller hereby sells and assigns, and the Buyer hereby purchases and assumes, the Assets and all the ancillary rights, obligations and liabilities with effect from 1 December 2000.
- 1.2 For the avoidance of doubt, the assignment and assumption in clause 1.1 above include without limitation all BioInvent's rights, obligations and liabilities under the Technology Transfer Agreement dated 13 February 1998 with Camilla Ottosson (the "Ottosson Agreement") and the Technology Transfer Agreement dated 16 February 1998 with Eskil Söderlind (the "Söderlind Agreement") as regards the Invention B (as defined in the Söderlind Agreement). Notwithstanding the foregoing, BioInvent shall be liable to pay to Camilla Ottosson royalty in accordance with the Licence Agreement of even date herewith by and between BioInvent and Alligator. All royalty payable by BioInvent and Alligator in total to Camilla Ottosson pursuant to the Ottosson Agreement shall be subject to the limitation stated in clause 5.4 of the Ottosson Agreement.
- 1.3 The Seller undertakes to promptly execute all necessary transfer documents and to do all necessary acts and things in order to validly transfer to the Buyer all the rights associated with the Assets, including necessary registrations of the transfer of ownership.

2. PURCHASE PRICE

As purchase price for the Assets, the Buyer shall on this day pay to the Seller an amount equal to SEK 1 (the "Purchase Price").

3. LIABILITY AND INDEMNIFICATION

- 3.1 Nothing in this Agreement shall be construed as a warranty by the Seller that the Assets or the utilisation thereof do not or will not constitute an infringement or the like of patents or other rights of any third party (including without limitation intellectual property rights) and, further, nothing in this Agreement shall be construed as an assumption by the Seller of any responsibility or liability for any such infringement or the like.
- 3.2 The Buyer shall be liable and shall indemnify and hold harmless the Seller in respect of any and all losses and against any and all claims, suits or actions by any third party for infringements or the like of any and all third party rights (including without limitation intellectual property rights) relation to the Assets or the utilisation thereof with effect from 1 December 2000.
- 3.3 The indemnity in clause 3.2 shall cover any liability as well as any costs and expenses, including attorney's fees, arising out of such claims and including all such costs incurred in the defence and settlement of such claims. The indemnity shall apply regardless of were the occurrence giving rise to the claim took place, where the claim is asserted or when such claim will arise or may have arisen.

4. SECRECY

The Seller agrees to treat as strictly confidential and keep secret all information in relation to the Assets.

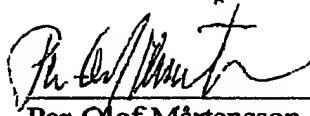
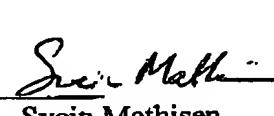
5. GOVERNING LAW AND ARBITRATION

- 5.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden.
- 5.2 All disputes, claims, controversies and differences arising out of or relating to this Agreement, or the termination, breach or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Malmö. The language of the proceedings, documentation and award shall be Swedish.

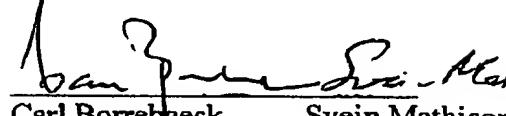
This Agreement has been executed in duplicate, each party taking one copy.

Lund, 15 December 2000

BIOINVENT INTERNATIONAL AB

 
Per-Olof Mårtensson Svein Mathisen

ALLIGATOR BIOSCIENCE AB


Carl Borrebaeck Svein Mathisen



Schedule A

THE ASSETS

FIND

A method for in vitro molecular evolution of protein function.

The method allows for efficient evolution of protein molecules e.g. enzymes through creation of variability in encoding genes via random shuffling of related gene fragments.

Priority: 1977-06-16, GB 9712512.4.

PCT application: GB98/01757

PCT derived applications:	EP98930871.3	Status:	Pending.
	Japan 11-503968	Status:	Pending.
	Australia 9881159	Status:	Pending.
	Canada 2293819	Status:	Pending.
	USA 09/445,649	Status:	Issued.

Direct US route USA 09/098,287 Status: Allowed.

FIND II

A method for in vitro molecular evolution of protein function.

An improved method for evolution of protein molecules, e.g. enzymes through creation of variability in encoding genes via random shuffling of related gene fragments.

USA	09/734,801	Status:	Pending.
USA	10/321,195	Status:	Pending.



LICENCE AGREEMENT

This Licence Agreement is made by and between

BIOINVENT INTERNATIONAL AB, reg. no. 556537-7263, ("BioInvent"),

and

ALLIGATOR BIOSCIENCE AB, reg. no. 556593-1879 ("Alligator").

WHEREAS Alligator is the owner of, *inter alia*, the patent applications and the ancillary know-how as specified in Schedule A (the "Assets").

WHEREAS BioInvent desires to acquire from Alligator a right and licence to make use of the Assets for certain applications as specified in Schedule B (the "Applications").

WHEREAS Alligator is willing to grant such right and licence to BioInvent upon the terms and subject to the conditions in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. GRANT OF LICENCE

1.1 Upon the terms and subject to the conditions of this Agreement, Alligator hereby grants to BioInvent a world-wide right and licence to make use of the Assets (including future improvements) for the Applications in whatever form (the "Licence").

1.2 During the term of this Agreement, Alligator shall upon the request by BioInvent promptly furnish BioInvent with the appropriate and necessary documentation regarding the Assets (including future improvements) and the use thereof for the purpose of the Licence.

2. REMUNERATION

2.1 The Licence shall be royalty-free, subject to clause 2.2 below.

2.2 Notwithstanding clause 2.1 above, BioInvent is liable and shall undertake towards Camilla Ottosson, in respect of the sales by BioInvent of all products manufactured by application of the Licence, to pay to Camilla Ottosson the royalty stated in clause 5.1 (iv) of the Technology Transfer Agreement, dated 13 February 1998, made by and between BioInvent and Camilla Ottosson, as

assigned to Alligator pursuant to the Asset Purchase Agreement of even date herewith between BioInvent and Alligator.

3. TERM

This Agreement is effective as of the date hereof and shall remain in force as long as any patents comprised from time to time by the Assets remain in force or for a period of twenty (20) years, whichever period is the longer.

4. REPRESENTATIONS, WARRANTIES, LIABILITY AND INDEMNITY

4.1 Alligator represents and warrants to BioInvent that Alligator has the full power and authority to grant the Licence to BioInvent in accordance with the terms of this Agreement.

4.2 Alligator shall be liable and shall indemnify and hold harmless BioInvent in respect of any and all losses and against any and all claims, suits or actions by any third party for infringements or the like of any and all third party rights (including without limitation intellectual property rights) in relation to the Assets.

4.3 BioInvent shall be liable and shall indemnify and hold harmless Alligator in respect of any and all losses and against any and all claims, suits or actions by any third party for infringements or the like or any and all third party rights (including without limitation intellectual property rights) in relation to BioInvent's use of the Licence.

4.4 The indemnity in clause 4.2 and 4.3 shall cover any liability as well as any costs and expenses, including attorney's fees, arising out of such claims and including all such costs incurred in the defence and settlement of such claims. The indemnity shall apply regardless of where the occurrence giving rise to the claim took place, where the claim is asserted or when such claim will arise or may have arisen.

5. SECRECY AND NON-USE

5.1 BioInvent undertakes to treat as strictly confidential and keep secret all information received from Alligator pursuant to clause 1.2.

5.2 Alligator undertakes to treat as strictly confidential and keep secret all information received from BioInvent in relation to the Applications.



6. ASSIGNMENT AND SUB-LICENSING ETC.

6.1 BioInvent may not, partly or in whole, assign, transfer, pledge or sub-license its rights under this Agreement to any third party, without Alligator's consent.

6.2 BioInvent may freely market, sell, assign, transfer or pledge any products resulting from the use of the Licence, subject to clause 2.2.

7. GOVERNING LAW AND ARBITRATION

7.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden.

7.2 All disputes, claims, controversies and differences arising out of or relating to this Agreement, or the termination, breach or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Malmö. The language of the proceedings, documentation and award shall be Swedish.

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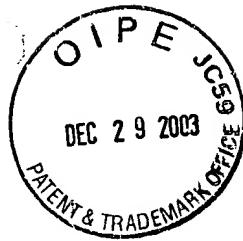
Lund, 15 December 2000

BIOINVENT INTERNATIONAL AB


Per-Olof Mårtensson Svein Mathisen

ALLIGATOR BIOSCIENCE AB


Carl Borreback Svein Mathisen



Schedule A

THE ASSETS

FIND

A method for in vitro molecular evolution of protein function.

The method allows for efficient evolution of protein molecules e.g. enzymes through creation of variability in encoding genes via random shuffling of related gene fragments.

Priority: 1977-06-16, GB 9712512.4.

PCT application: GB98/01757

PCT derived applications:	EP98930871.3	Status:	Pending.
	Japan 11-503968	Status:	Pending.
	Australia 9881159	Status:	Pending.
	Canada 2293819	Status:	Pending.
	USA 09/445,649	Status:	Issued.

Direct US route USA 09/098,287 Status: Allowed.

FIND II

A method for in vitro molecular evolution of protein function.

An improved method for evolution of protein molecules, e.g. enzymes through creation of variability in encoding genes via random shuffling of related gene fragments.

USA	09/734,801	Status:	Pending.
USA	10/321,195	Status:	Pending.



5

Schedule B

THE APPLICATIONS

To affinity mature or otherwise optimise antibodies or antibody fragments, provided that such antibodies or antibody fragments are generated from a sequence isolated or selected from any of BioInvent's proprietary antibody libraries.

h.s
AS